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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION



Doc#: 0933734089 Fee: \$42.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 12/03/2009 01:53 PM Pg: 1 of 4

UNITED STATES OF AMERICA,)

v.)

JAY C. NOLAN)

No. 09 CR 974-1
Magistrate Judge Martin C. Ashman

FORFEITURE AGREEMENT

Pursuant to the Pretrial Release Order entered in the above-named case on November 25, 2009, and for and in consideration of bond being set by the Court for defendant JAY C. NOLAN in the amount of \$100,000, being fully secured by real property, **JAY C. NOLAN AND CAROLYN DUFFLEY (husband and wife) and GRANTOR(S)** hereby warrant and agree:

1. JAY C. NOLAN AND CAROLYN DUFFLEY warrant that they are the sole record owners and titleholders of the real property located at 221 Greenleaf Avenue, Wilmette, Illinois, and described legally as follows:

THE WEST ½ OF LOT 5 AND ALL OF LOT 6 IN BLOCK 15 IN LAKE SHORE ADDITION TO WILMETTE VILLAGE BEING A SUBDIVISION OF THE SOUTHEAST 160 ACRES (EXCEPT 20 ACRES) OF THE NORTH SECTION OF OUILMETTE RESERVATION TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N: 05-35-112-008-0000

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JAY C. NOLAN AND CAROLYN DUFFLEY warrant that there is one outstanding mortgage against the subject property and that their equitable interest in the real property equals at least \$100,000.

2. JAY C. NOLAN AND CAROLYN DUFFLEY agree \$100,000 of their equitable interest in the above-described real property, may be forfeited to the United States of America, should the defendant JAY C. NOLAN fail to appear as required by the Court or otherwise violate any condition of the Court's order of release. JAY C. NOLAN AND CAROLYN DUFFLEY further understand and agree that, if the defendant JAY C. NOLAN should violate any condition of the Court's release order, and their equity in the property is less than \$100,000 they will be liable to pay any negative difference between the bond amount of \$100,000 and their equitable interest in the property, and JAY C. NOLAN AND CAROLYN DUFFLEY hereby agree to the entry of a default judgment against them for the amount of any such difference. JAY C. NOLAN AND CAROLYN DUFFLEY have received a copy of the Court's release order and understand its terms and conditions. Further, the sureties understand that the only notice they will receive is notice of court proceedings.

3. JAY C. NOLAN AND CAROLYN DUFFLEY further agree to execute a quitclaim deed in favor of the United States of America, which deed shall be held in the custody of the Clerk of the United States District Court, Northern District of Illinois, until further order of the Court. JAY C. NOLAN AND CAROLYN DUFFLEY understand that should defendant JAY C. NOLAN fail to appear or otherwise violate any condition of the Court's order of release, the United States may obtain an order from the Court authorizing the United States to file and record the above-described

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deed, and to take whatever other action that may be necessary to perfect its interest in the above-described real property and satisfy the obligation arising from a breach of the bond.

4. JAY C. NOLAN AND CAROLYN DUFFLEY further agree that they will maintain the subject property in good repair, pay all taxes and obligations thereon when due, and will take no action which could encumber the real property or diminish their interest therein, including any effort to sell or otherwise convey the property without leave of Court. Further, JAY C. NOLAN AND CAROLYN DUFFLEY have executed a release in favor of the United States so it can be verified that all obligations relating to the property are paid currently.

5. JAY C. NOLAN AND CAROLYN DUFFLEY further understand that if they have knowingly made or submitted or caused to be made or submitted any false, fraudulent or misleading statement or document in connection with the Forfeiture Agreement, or in connection with the bond set for defendant JAY C. NOLAN they are subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. JAY C. NOLAN AND CAROLYN DUFFLEY agree that the United States shall file and record a copy of this Forfeiture Agreement with the Cook County Recorder of Deeds as notice of encumbrance in the amount of the bond.

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6. JAY C. NOLAN AND CAROLYN DUFFLEY hereby declare under penalty of perjury that they have read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct. Failure to comply with any term or condition of this agreement will be considered a violation of the release order authorizing the United States to request that the bond posted for the release of the defendant be revoked.

Date: 11/25/09

Jay C. Nolan
JAY C. NOLAN
Surety/Grantor

Date: 11/25/09

Carolyn Duffley
CAROLYN DUFFLEY
Surety/Grantor

Date: 11/25/09

[Signature]
Witness

Prepared by and Return To:
Bissell, United States Attorney's Office
219 S. Dearborn Street, 5th Floor
Chicago, Illinois 60604